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2005 OCT 27 AM 9:46

T.R.A. DOCKET ROOM

October 24, 2005

Chairman Ron Jones
ATTN: Sharla Dillon
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

RE: Time Warner Telecom of the Mid-South, LLC-Debt Financing Transactions
Docket No. 04-00051—Supplemental Filing

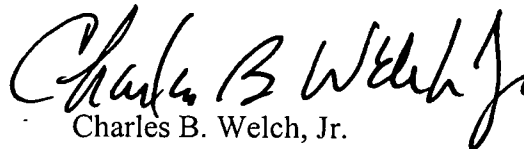
Dear Chairman Jones:

Please find enclosed, an original and 14 copies of the referenced filing. Please date stamp a copy for my records.

Thank you for your assistance regarding this matter. If we can be of further assistance, please do not hesitate to contact us.

Very truly yours,

**Farris Mathews Branan
Bobango Hellen & Dunlap, PLC**


Charles B. Welch, Jr.

CBW/jrh
Enclosure
Cc: Carolyn Marek

FARRIS MATHEWS BRANAN
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Nashville, Tennessee 37243-0505

HAND DELIVERED

RE: Time Warner Telecom of the Mid-South, LLC-Debt Financing Transactions
Docket No. 04-00051.

Dear Chairman Jones,

On behalf of Time Warner Telecom, Inc., Time Warner Holdings, Inc., and Time Warner Telecom of the Mid-South, LLC ("Time Warner Telecom"), we respectfully submit this letter as a supplement to our previous letter dated October 25, 2005 filed in the referenced matter.

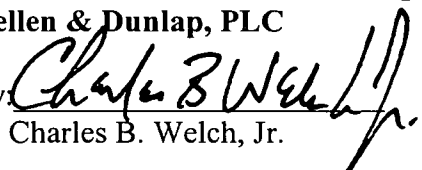
The financial institutions involved in the proposed transaction have agreed to grant Time Warner Telecom additional financing flexibility. This flexibility provides Time Warner Telecom with the option of increasing the amount of the existing credit facility up to an amount not to exceed \$200 million instead of decreasing the existing credit facility from \$150 million to \$110 million (as discussed in the letter), but only if the incremental term loan B credit facility ("Term Loan B Credit Facility") is reduced by an amount equal to any such increase so that the aggregate does not exceed \$310 million. Thus, in light of the corresponding reduction in the Term Loan B Credit Facility, the maximum amount of long-term debt to be issued as part of the proposed transactions would not change and would remain under the \$950 million amount previously approved by Order of the Authority as discussed in the October 26th letter.

If you have any questions concerning this matter, please contact me. I remain,

Yours very truly,

Farris Mathews Branam Bobango
Hellen & Dunlap, PLC

By:


Charles B. Welch, Jr.